

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
T.G., individually and on behalf of her minor child, A.A.,

Plaintiff,

Case No. 1:23-cv-08569(MKV)

v.

NEW YORK CITY DEPARTMENT OF EDUCATION,

Defendant.
-----X

AFFIDAVIT OF HANNA CHANG

Hanna Chang, of Queens, New York, declares under penalty of perjury:

1. I am Co-Founder and Clinical Director of Breakthrough Foundations Applied Behavior Analysis, PLLC ("Breakthrough").
2. Breakthrough was established in 2018 to provide quality and evidence-based services using the principles of Applied Behavior Analysis ("ABA") for individuals with autism and other developmental disabilities. We have a full team of Board-Certified Behavior Analysts ("BCBAs"), Licensed Behavior Analysts ("LBAs"), Behavior Technicians, and special educators to serve students ranging from 3 to 21 years of age.
3. In my role as Clinical Director of Breakthrough, I overlook and supervise all services provided by clinicians within the company. I regularly provide trainings to all staff members on implementation of behavior-analytic methodologies and client-specific programs. I also provide direct supervision services and parent training and counseling. I also interface with clients as well as the New York City Department of Education ("DOE") concerning payments for services rendered by Breakthrough.

4. I am familiar with T.G. and A.A. A.A. is currently a ten-year old student and attends a DOE public school in Queens, New York. T.G. is A.A.'s parent.
5. I first became familiar with A.A. and T.G. in connection with the due process complaint T.G. had brought on A.A.'s behalf in IHO Case No. 211664. I conducted a review of A.A.'s records in connection with IHO Case No. 211664 and testified on A.A.'s behalf at the impartial hearing in IHO Case No. 211664.
6. I understand that a findings of fact and decision ("FOFD") was issued in IHO Case No. 211664 on or around January 29, 2022.
7. Following the issuance of the FOFD, I was contacted by T.G. to provide A.A. with the Applied Behavior Analysis ("ABA") instruction and BCBA supervision ordered in the FOFD. Specifically, I understand that the FOFD ordered A.A. to receive a program consisting of 30 hours per week of ABA instruction on a push-in basis to his public school with six hours per week of BCBA supervision (the "Push-in Program"), as well as 15 hours per week of 1:1 ABA instruction at-home with three hours per week of BCBA supervision (the "At-Home Program").
8. T.G. has also informed me that she could not afford to pay for Breakthrough's services and then seek reimbursement from the DOE due to her family's income, and thus she requested that Breakthrough bill the DOE directly for the services ordered in the FOFD.
9. Breakthrough initially reached out to the DOE to authorize Breakthrough to be the provider of the At-Home Program and Push-in Program on March 16, 2022.
10. It is Breakthrough's practice to seek authorization for services from the DOE's Implementation Unit in cases in which we are billing the DOE directly for our

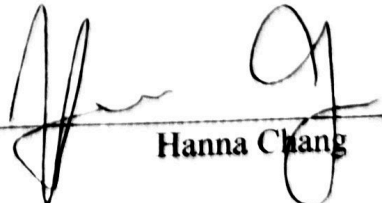
services to avoid situations in which the DOE refuses to pay for services that we have already provided.

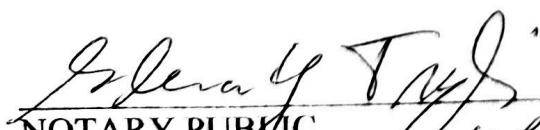
11. After numerous follow-ups, the DOE authorized our services for the At-Home Program on May 23, 2023. Breakthrough began to provide A.A. with the At-Home Program on that same day.
12. The DOE authorized our services for the Push-In Program on May 27, 2022. Breakthrough began to provide A.A. with the Push-In Program on June 8, 2022.
13. Breakthrough issued its first invoice to the DOE in connection with the At-Home Program on June 3, 2022.
14. Breakthrough issued its first invoice to the DOE in connection with the Push-In Program on July 6, 2022.
15. Breakthrough has also provided services in connection with the compensatory ABA and BCBA services awarded in the FOFD and invoiced the DOE for those services as well.
16. It is Breakthrough's practice to bill the DOE on a monthly basis using the DOE's own form invoices. We have followed this practice in the case of services provided to A.A. pursuant to the FOFD.
17. Since Breakthrough has started working with A.A., the DOE has consistently failed to pay our invoices in a timely manner.
18. As of September 28, 2023, Breakthrough was owed \$101,700 by the DOE for services rendered to A.A. pursuant to the FOFD.
19. The DOE has subsequently paid off the \$101,700 in outstanding invoices as of September 28, 2023.

20. Breakthrough has continued to provide ABA instruction with BCBA supervision to A.A. through the present date and billed the DOE under IH Case No. 211664. Specifically, we have provided A.A. with the Push-In Program continuously through the 2022-2023 and 2023-2024 school years. The DOE failed to authorize funding for the At-Home Program for the 2022-2023 school year, but subsequently authorized funding for the At-Home Program for the 2023-2024 school year, and thus we have provided him with the At-Home Program for the 2023-2024 school year. We have also provided A.A. ABA instruction with BCBA supervision using the bank of compensatory hours awarded in Case No. 211664 during the 2022-2023 and 2023-2024 school years.

21. The DOE, however, has continued to fail to pay our invoices for services provided pursuant to the FOFD in a timely manner. Currently, the DOE owes Breakthrough \$27,987.50 in overdue outstanding invoices for services provided to A.A. in connection with the FOFD. Of this amount, \$20,862.50 is for services provided to A.A. in March 2024. We provided our invoice for these services to the DOE on April 5, 2024. The DOE also owes Breakthrough \$7,125 for an invoice that was provided to it on May 14, 2024.

SUBSCRIBED AND SWORN TO
BEFORE ME, on July 8, 2024

)
)
)
)
)

Hanna Chang


NOTARY PUBLIC
My Commission expires 10/31/2025

ELENA G. THEGLIA
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01TR4736609
QUALIFIED IN NASSAU COUNTY
CERTIFICATE FILED IN QUEENS COUNTY
COMMISSION EXPIRES 10/31/2025